

# **REQUEST FOR PROPOSAL**


## **PAGER EQUIPMENT AND AIRTIME**



**File No: N 91725 YT**  
**Solicitation No: 2206644**

**Proposal Opening Date: MAY 18, 2006**  
**Proposal Opening Time: 10:00 A.M. (CDT)**

**State of Louisiana**  
**Office of State Purchasing**  
**Tim Kemp, State Purchasing Officer**  
**(225) 342-8021**  
**[tim.kemp@la.gov](mailto:tim.kemp@la.gov)**

<b>REQUEST FOR PROPOSAL</b>  STATE OF LOUISIANA DIVISION OF ADMINISTRATION OFFICE OF STATE PURCHASING		<b>BIDS WILL BE PUBLICLY OPENED:</b>  <div style="font-size: 1.2em; font-weight: bold;">MAY 18, 2006    10:00 AM</div>  PURCHASING AGENCY NO. :    107001  <b>SEE NO. 8 BELOW. RETURN BID TO</b> <div style="text-align: right;">10:00 AM</div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <span>2206644</span> <span>05/18/06</span> </div> <div style="margin-top: 10px;"> <b>OFFICE OF STATE PURCHASING</b>  <b>OFFICE OF STATE PURCHASING</b>  <b>POST OFFICE BOX 94095</b>  <b>BATON ROUGE, LA 70804-9095</b> </div> <div style="margin-top: 20px;"> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">BUYER</td> <td style="width: 40%;">: TIM KEMP</td> </tr> <tr> <td>BUYER PHONE</td> <td>: (225) 342-8021</td> </tr> <tr> <td>DATE ISSUED</td> <td>: 04/04/06</td> </tr> <tr> <td>REQ. AGENCY</td> <td>: 107001</td> </tr> <tr> <td colspan="2" style="text-align: right;">FOLD HERE--&gt;</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>OFFICE OF STATE PURCHASING</b></td> </tr> <tr> <td>AGENCY REQ. NO.</td> <td>: </td> </tr> <tr> <td>ISIS REQ. NO.</td> <td>: 1287499</td> </tr> <tr> <td>VENDOR PHONE</td> <td>: </td> </tr> <tr> <td>FISCAL YEAR</td> <td>: 07</td> </tr> <tr> <td>CLASS/SUBCLASS</td> <td>: 72545</td> </tr> <tr> <td>SCHEDULED BEGIN DATE</td> <td>: 10/01/06</td> </tr> <tr> <td>SCHEDULED END DATE</td> <td>: 09/30/09</td> </tr> <tr> <td>T-NUMBER</td> <td>: 91725</td> </tr> </table> </div>	BUYER	: TIM KEMP	BUYER PHONE	: (225) 342-8021	DATE ISSUED	: 04/04/06	REQ. AGENCY	: 107001	FOLD HERE-->		<b>OFFICE OF STATE PURCHASING</b>		AGENCY REQ. NO.	:	ISIS REQ. NO.	: 1287499	VENDOR PHONE	:	FISCAL YEAR	: 07	CLASS/SUBCLASS	: 72545	SCHEDULED BEGIN DATE	: 10/01/06	SCHEDULED END DATE	: 09/30/09	T-NUMBER	: 91725
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=====> **VENDOR NO. :**

**SOLICITATION :**    2206644

**FILE NO. :**

**OPENING DATE :**    05/18/06

=====> **VENDOR NAME AND ADDRESS**

**FILL IN VENDOR NUMBER (FEIN), NAME AND ADDRESS ABOVE, BEFORE SUBMITTING BID.**

*PAGER EQUIPMENT AND AIRTIME - STATEWIDE*  
*FILE N-91725-YT*

TO BE COMPLETED BY VENDOR

1. \_\_\_\_\_ PLEASE REMOVE FROM THIS COMMODITY CODE.
2. \_\_\_\_\_ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.
3. \_\_\_\_\_ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.
4. \_\_\_\_\_ BID BOND ATTACHED, \_\_\_\_\_ CERTIFIED CHECK ATTACHED, \_\_\_\_\_ OTHER, IF REQUIRED.
5. \_\_\_\_\_ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).

INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. THIS BID IS TO BE MANUALLY SIGNED IN INK.
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. AMOUNT OF BID BOND REQUIRED: \_\_\_\_\_ N/A \_\_\_\_\_.
6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. \$ 500000.00 \_\_\_\_\_ OR \_\_\_\_\_ OF BID.
7. DESIRED DELIVERY: \_\_\_\_\_ SEE DETAILS ELSEWHERE IN DOCUMENT \_\_\_\_\_
8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE.
9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.

<b>VENDOR PHONE NUMBER:</b> <b>FAX NUMBER:</b>	<b>TITLE</b>	<b>DATE</b>
<b>SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3.</b> <b>(MUST BE SIGNED)</b>		<b>NAME OF BIDDER</b> <b>(TYPED OR PRINTED)</b>





## **1.0 SCOPE**

### **1.1 DESCRIPTION OF EQUIPMENT, SYSTEM, OR SERVICE TO BE PROVIDED**

This bid document solicits bid responses to provide numeric, alphanumeric, alphanumeric duplex, complex alphanumeric duplex pagers, airtime, and features as well as any other related, wireless messaging communication equipment and associated airtimes and features, that become available during the life of this contract to meet the mobility needs of Louisiana state agencies' personnel as they travel throughout Louisiana and the nation.

The State intends to make a single award on a statewide basis.

The Contractor shall participate in the "E-Rate" program on the behalf of all qualified State entities and for qualified services as required.

### **1.2 NON-EXCLUSIVE CONTRACT**

This contract is non-exclusive and shall not in any way preclude the State from entering into similar contracts and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

### **1.3 GUARANTEE OF QUANTITIES OR CONTRACT USE**

Quantities that may be used in this bid document are for informational purposes only. The State does not guarantee that these quantities shall be purchased from the contract.

OTM resells numeric, alphanumeric, alphanumeric duplex pager equipment and services under an existing statewide contract. This bid document shall be used to award a replacement contract for the approximately 16,000 messaging devices presently in use statewide.

## **2.0 BID RESPONSE PREPARATION/SUBMITTAL INSTRUCTIONS**

### **2.1 DEFINITIONS**

Agent Access – means the capability of select agencies within the State of Louisiana to access a Contractor-provided website to program/deprogram a pager, change the area of coverage, and any features associated with their service.

Alphanumeric Duplex Pager – means pager equipment that can receive and send text messages.

Alphanumeric Pager – means a pager that receives and displays text messages as well as numeric messages.

Amplification – means the process of increasing the strength of a signal, current, voltage, or power.

Bid Document - for the purposes of this document, is defined as the document used to solicit bids or proposals and may mean either an Invitation to Bid (ITB) or a Request for Proposals (RFP).

Bid Response - for purposes of this document, is defined as the document submitted by a vendor in response to an ITB or an RFP.

Bidder - for purposes of this document, is defined as a person who submits a bid in response to an ITB or a proposal in response to an RFP.

Cap Code – means a pager manufacturer-assigned address that defines an address programmed for a pager; the addresses may be for an individual pager or a pager group.

Complex Alphanumeric Duplex Pager – means a pager that receives and sends text messages, receives numeric pages and can be synchronized with users' desktop email.

Contractor - means any person having a contract with a governmental body.

Coverage – means the geographic area the Contractor would generally be considered to provide pager service to users of the system depending on programmed coverage, i.e., metropolitan, statewide, regional or national.

Critical/Emergency – means the loss of any state agency's agent access to the pager programming interface or the loss of service in any major metropolitan area of Louisiana that simultaneously affects a large number of individual users. This includes loss of an exchange or a pool of activated pager numbers as well as loss of coverage in any city or town. Chronic intermittent loss of pager service; loss of pager messages that do not get processed in a timely fashion in any coverage area the Contractor has stated should have service.

Damaged Beyond Repair (DBR)– means pagers that are returned to the Contractor for credit but have been so damaged that they cannot be refurbished and they are declared to be valueless.

Discreet Alert – means that when the pagers are in the silent position, they will continue to receive pages but will emit only a short beep or chirp.

E-Rate – means “Education” Rate; in accordance with provisions in the Universal Service Fund Order FCC 97-157, telecommunications service providers may be required to provide services to schools, libraries, and rural hospitals at discounted rates. The service provider shall be required to bill the schools, libraries, and rural hospitals at the discounted rate and shall bill the Universal Service Fund for the balance of the rate.

Escalert alert tone – means a term coined by Motorola and is used for a series of interrupted beeps which increase in volume until the pager is reset. This allows the pager to be used in a variety of noise environments.

Group Alert – means a feature which permits alerting of all pager units in a given group simultaneously or near simultaneously. When used in combination with individual paging, the pager must be capable of responding to two different Cap Codes.

Information Drops – means current events, business news, etc., that are automatically pushed to the pager (alpha and two way).

InfraRad Data Port – means the infrared light signal which enables information to be shared between alphanumeric duplex pagers. Shared information could be contacts, applications, etc.

Numeric Pager – means a pager that receives and displays numeric messages.

OTM - means the Office of Telecommunications Management.

OTM Project Manager - may mean an employee of OTM who has been assigned as project manager to a specific project or an OTM-designated representative; i.e., an employee of another state agency other than OTM.

Serial Number – means the unique number assigned to the pager by the pager manufacturer.

Service Offering – for purposes of this bid document, is defined as the bidder’s past and present performance (including any knowledge OTM may have regarding the bidder’s performance on State projects/contracts), the bidder’s experience and qualifications, as well as the bidder’s proposed solution to the State’s needs and stated desirable features/functions, as applicable.

Shall - denotes a mandatory requirement, per Louisiana Revised Statute 39:1556.

Silent Alert – means non-audible signal from a pager usually a vibrating motor that causes the pager to “shake” silently to alert the user.

## 2.2

### CALENDAR OF EVENTS

Release Bids:	<u>April 5, 2006</u>
Deadline to Receive Inquiries:	<u>April 26, 2006</u>
Deadline to Answer Inquiries:	<u>May 4, 2006</u>
Bid Opening:	<u>May 18, 2006</u> <u>10:00 AM Central Time</u>

NOTE: The State of Louisiana reserves the right to deviate from these dates.

## 2.3

### BID DOCUMENT INQUIRIES

An initial inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid document and to submit any written questions relative thereto. *Without exception*, all questions SHALL be in writing (even if an answer has already been given to an oral question during the pre-bid conference if one was held) and received by the close of business on the inquiry deadline date set forth in the Calendar of Events. Initial inquiries shall not be entertained thereafter.

The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The State reasonably expects and requires responsible and interested bidders to conduct their in-depth bid review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may generate from the State's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is posted to LaPAC (\*). If necessary, another addendum shall be issued to address the final questions received. Thereafter, all bid documents, including but not limited to the specifications, terms, conditions, plans, etc., shall stand as written and/or amended by any addendum issued as a result of the final inquiry period.

\*Note: LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Purchasing's website [[www.state.la.us/osp](http://www.state.la.us/osp)] and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a bid document and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any State employee or State consultant. The State shall only consider written and timely communications from bidders.



Inquiries shall be submitted in writing by an authorized representative of the bidder, clearly cross-referenced to the relevant bid document section. Only those inquiries received by the established deadline shall be considered by the State. Answers to questions that change or substantially clarify the bid document shall be issued by addendum and provided to all perspective bidders.

Inquiries concerning this bid document shall be delivered by mail, express courier, e-mail, hand, or fax to:

Office of State Purchasing  
Attention: Tim Kemp  
Mailing Address:  
P. O. Box 94095  
Baton Rouge, LA 70804-9095

Courier Delivery Address:  
1201 N. Third Street, Suite 2-160  
Baton Rouge, LA 70802

E-Mail: [tim.kemp@la.gov](mailto:tim.kemp@la.gov)  
FAX: (225) 342-8688

A copy of such inquiry should be delivered to:

Office of Telecommunications Management  
Attention: Wanda Lee  
Mailing Address:  
P.O. Box 94280  
Baton Rouge, LA 70804-9280

Courier Delivery Address:  
150 Third Street, 10<sup>th</sup> Floor, Room 1014  
Baton Rouge, LA 70801

E-Mail:  
[wanda.lee@la.gov](mailto:wanda.lee@la.gov)  
FAX: (225) 342-7984

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## 2.6 NUMBER OF COPIES SUBMITTED

Each bidder shall submit one signed original and should submit three copies of the bid response.

## 2.7 DELIVERY OF BID RESPONSES

This bid document is available in electronic form at the Office of State Purchasing's LaPAC website:

<http://wwwsrch2.doa.state.la.us/osp/lapac/pubmain.asp>.

It is available in PDF format or in printed form by submitting a written request to the bid document Contracting Officer with the Office of State Purchasing.

All bid responses shall be received by the Office of State Purchasing **no later than the date and time shown in the Calendar of Events.**

**Important – Clearly mark outside of envelope, box or package with the following information and format:**

- Bid Document Name: Pager Devices and Airtime
- File Number: N-91725 YT, Solicitation No. 2206644
- Bid Document Opening Date: May 18, 2006 10:00 AM Central Time

**Bidders are hereby advised that the U.S. Postal Service does not make deliveries to the Office of State Purchasing's physical location.**

Bid responses may be mailed through the U.S. Postal Service to:

Office of State Purchasing  
P. O. Box 94095  
Baton Rouge, LA 70804-9095

Bid responses may be delivered by hand or courier service to:

Office of State Purchasing  
1201 North 3<sup>rd</sup> Street  
Suite 2-160  
Baton Rouge, LA 70802

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to the Office of State Purchasing's physical location. The Office of State Purchasing is not responsible for any delays caused by the bidder's chosen means of bid response delivery.

Bidder is solely responsible for the timely delivery of its bid response. Failure to meet the bid opening date and time shall result in rejection of the bid response.

Publicizing Awards. In accordance with L.A.C. 34:I.535, unsuccessful bidders shall be notified of the award provided that they submit a self-addressed stamped envelope requesting this information with their bid.

## **2.8 BLANK**

## **2.9 JOINT BID RESPONSES**

A joint bid response (two or more bidders quoting jointly on one bid response) may be submitted, and each participating bidder shall sign the joint bid response. If the contract is awarded to joint bidders, there shall be one contract issued to the joint bidders. Each joint Contractor shall agree to take necessary action to ensure that all the obligations of the contract are met. Specifically, in the event the State determines that one or more of the joint Contractors has not met the obligations under the contract, the other joint Contractor shall take necessary actions to ensure that the obligations of the contract are met at no additional cost to the State and with the understanding that if a replacement Contractor is utilized, the replacement Contractor shall comply with all terms and conditions of the bid document and contract. Further, in the event the State requires a performance guarantee, the joint bidders shall submit a single performance guarantee issued in the names of all joint bidders. In the event any of the joint Contractors do not meet the performance requirements, the State shall have the option to make claim up to the limit of the guarantee. The joint Contractors shall also designate, in writing, one Contractor that shall function as the single point of contact concerning all matters relating to the contract. The State assumes no responsibility or obligation for the division of orders or purchases among the joint Contractors.

## **2.10 TRADE SECRETS AND PROPRIETARY INFORMATION**

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your bid response. The cost portion of your bid response shall not be considered confidential under any circumstance. Any bid response copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Bidders are reminded that while trade secrets and other proprietary information they submit in conjunction with

this procurement may not be subject to public disclosure, protections shall be claimed by the bidder at the time of submission of its Technical bid response. Bidders should refer to the Louisiana Public Records Act for further clarification.

The bidder shall clearly designate the part of the bid response that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The bidder shall mark the cover sheet of the bid response with the following legend, specifying the specific section(s) of his bid document sought to be restricted in accordance with the conditions of the legend:

*“The data contained in pages \_\_\_\_ of the bid response have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Bidder as a result of or in connection with the submission of this bid response, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the bidder, without restrictions.”*

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

Bidders shall be prepared to defend the reasons why the material should be held confidential. If a competing bidder or other person seeks review or copies of another bidder's confidential data, the State shall notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it shall agree to indemnify the State and hold the State harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the State to disclose the information. If the owner of the asserted data refuses to indemnify and hold the State harmless, the State may disclose the information.

The State reserves the right to make any bid response, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State agencies or organizations for the sole purpose of assisting the State in its evaluation of the bid response. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your bid response contains confidential information, you should also submit a redacted copy along with your bid response. If you do not submit the redacted copy, you shall be required to submit this copy within 48 hours of notification from the Office of State Purchasing. When submitting your redacted copy, you

should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

## **2.11 BID OPENING**

Bid responses shall be opened publicly at the Office of State Purchasing at the date and time indicated in Calendar of Events, Section 2.2. Only names of the bidders submitting bid responses shall be read.

## **2.12 SIGNATURE AUTHORITY**

In accordance with L.R.S. 39:1594 (ACT 121), the person signing the bid shall be:

1. A current corporate officer, partnership member or other individuals specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
2. an individual authorized to bind the vendor as reflected by a corporate resolution, certificate or affidavit; or
3. an individual identified in other documents indicating authority which are acceptable to the public entity.

## **2.13 BID RESPONSE VALIDITY**

All bid responses shall be considered valid for acceptance until such time an award is made, unless the bidder provides for a different time period within its bid response. However, the State reserves the right to reject a bid response if the bidder's response is unacceptable and the bidder is unwilling to extend the validity of its proposal.

## **3.0 BID DOCUMENT REQUIREMENTS**

### **3.1 BIDDER REQUIREMENTS**

#### **A. COMPLIANCE WITH CIVIL RIGHTS LAWS**

By submitting and signing this solicitation, the bidder agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the equal opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments Act of 1972, the Age Act of 1975, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and shall render services under any contract entered into as a result of this solicitation, without regard to

race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

## **B. CERTIFICATION OF NO SUSPENSION OR DEBARMENT**

By signing and submitting any bid for \$100,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at [www.arnet.gov/epls](http://www.arnet.gov/epls).

### **3.1.1 BIDDER QUALIFICATIONS**

The State desires that the bidder has been in the business of providing pagers and other wireless devices and associated airtime with accounts of comparable size for an extended period of time. The bidder should complete the form provided in Section 7.2.1.

The State desires that the bidder have direct ownership or greatest control of all system components involved in providing coverage and pager features for the requested service areas; e.g., transmitters and terminals. The bidder should provide details regarding the ownership/control of system components using the form in Section 7.2.1.

The State desires that the bidder provide information regarding the ownership/control/relationship of the bidder to the manufacturer of the devices bid and the services provided. The provided information may include a certification of the bidder's relationship to the manufacturer. The bidder should provide details using the form in Section 7.2.1.

The bidder shall provide his Service Provider Identification Number (SPIN) that shows participation in the "E-Rate" program. If the bidder does not currently have a SPIN, the bidder shall agree to apply to the Federal Government for a SPIN if they are awarded this contract. The SPIN shall then be provided to OTM. Bidder should use the form in 7.2.1.

The State desires the bidder supply three (3) customer references for the devices and service being bid. The State desires that the bidder submit references other than any associated with the State of Louisiana. The State desires references which are of similar size, scope, and complexity to this bid document. The State

shall contact the references to determine the bidder's qualifications, experience, past and present performance, and ability to meet contract obligations. Information received from the references shall be evaluated. Bidders should provide reference information on the forms in Section 7.2.2.

If more than three (3) references are submitted, only the first three (3) shall be evaluated. If any of the references cannot be contacted after three (3) call attempts, the bidder shall be contacted for assistance.

Bidders are encouraged to supply relevant information concerning their qualifications to perform work under this contract and any value added benefits of their service offerings. This information should be provided in narrative form in Section 7.2.3 with the bid response.

### **3.1.2 CUSTOMER SERVICE**

The State desires that the Contractor be highly responsive in his dealings with OTM. This includes resolving billing issues within two billing cycles as well as the prompt delivery of ordered items and services to OTM. The State desires that the bidder submit a detailed narrative explaining, in the role of Contractor, how the proposed products and services shall be delivered, repaired and/or replaced; the method that shall be used for rectifying billing problems; identifying who, within the Contractor's organization, shall be the primary contact for: contract related issues, for customer service issues, for billing issues, for marketing issues, and for trouble/repair issues. The bidder should complete the form provided in Section 7.2.4.

The designated contact persons should be prepared to handle routine tasks, answer questions, and resolve any day-to-day problems. The State desires that the bidder designate a backup staff member for these contacts in the event the primary contact cannot be located. If neither the primary nor backup can resolve the issue and escalation is necessary, the bidder shall have an escalation plan in place. The bidder should provide the escalation plan on the form in Section 7.2.4. The escalation plan should include the names and phone numbers of the primary, the backup, and the next level(s) of staff for each issue area. The Contractor shall keep the list of names and phone numbers updated during the term of the contract.

The State desires that equipment repair and/or replacement shall be easily and quickly available to OTM as the situation demands. The bidder should explain the organizational readiness and method to render this assistance. The bidder should submit a detailed narrative of all customer services the Contractor shall provide to meet the needs of the State in the proprietary service areas, the State of Louisiana, or when traveling nationwide. The bidder should complete the form provided in Section 7.2.4.

At no cost to the State, a trouble reporting service shall be available twenty four (24) hours per day, seven (7) days per week, via a toll free number. The bidder shall submit corresponding trouble reporting procedures for troubles that occur during working hours Monday through Friday, after hours and weekends, and holidays. The procedures shall include contact names, numbers, and email addresses for supervisors and managers responsible for handling troubles. The procedures and contact names, numbers and email addresses shall be kept updated by the Contractor. Bidder should complete the form provided in Section 7.2.4.

OTM shall be responsible for reporting all trouble requests to the Contractor. The Contractor shall provide feedback to OTM regarding the status of the trouble resolution on a daily basis until the trouble has been resolved to all parties' mutual satisfaction.

The Contractor shall notify OTM immediately of any critical failures and shall report status of failure every morning and afternoon until the failure is corrected.

In the event of any scheduled maintenance activity or loss of service, the Contractor shall notify OTM at least forty eight (48) hours in advance of the start date and time. The Contractor shall also notify OTM of the estimated time of the lost service.

Failure on the part of the Contractor to resolve user complaints and to provide an acceptable grade of service may result in cancellation of the contract.

## **3.2 TECHNICAL REQUIREMENTS**

### **3.2.1 GENERAL**

This is a bid document for pagers, various coverage areas around the United States, wireless feature enhancements, other wireless devices that become available, ability for Internet access to the programming data base for select State agencies, and a transmitted file of transaction information from the programming data files. The transmitted file will be used to update OTM's inventory records for billing and invoice reconciliation purposes. The data transfer shall take place on an agreed to timetable that meets the State of Louisiana's business needs.

### **3.2.2 EQUIPMENT**

Four types of pagers shall be bid: numeric, alphanumeric, alphanumeric duplex, and complex alphanumeric duplex.

The pager devices bid shall be easy to use, compact, lightweight, durable, and user friendly.



The bidder shall provide a user guide or instruction booklet for each type of pager equipment bid as referenced in Section 7, and this should be included with the bid response submission.

For each type of pager bid, the Contractor shall provide OTM with the necessary equipment and software to program group pagers. The bidder shall include a set of instructions or a narrative describing the process and should use the form in Section 7.2.5.

The bidder shall provide the flexibility to either reduce or extend the coverage area of any pager type without the necessity to exchange the pager for another pager. The reduction or extension of the coverage area shall be accomplished without the necessity to have the pager in hand; it shall be accomplished via the programming interface.

The State desires that the bidder bid specialty equipment for the sense(s)-challenged in the balance of the line section of this bid document.

The State desires all balance of the line offerings provide metro, statewide, regional, and nationwide coverage.

#### **3.2.2.1 NUMERIC PAGING EQUIPMENT**

The bidder shall provide multiple types of numeric pagers from which to choose. These shall be “receive only” equipment. The State desires that the features range from the most basic to the more sophisticated and include a variety of alerting choices including silent alert, discreet alert, and escalert alert tone. The State desires that the bidder provide pagers that give comparable diversity of size, weight, style, alert, message holding capacity (memory) and other features as deemed attractive in the general market place.

#### **3.2.2.2 ALPHANUMERIC PAGING EQUIPMENT**

The bidder shall provide multiple types of alphanumeric pagers from which to choose. These shall be “receive only” equipment. The State desires that the features range from the most basic to the more sophisticated including a variety of alerting choices including silent alert, discreet alert, and escalert alert tone. The State desires that the bidder provide pagers that give comparable diversity of size, weight, style, alert, message holding capacity (memory) and other features as deemed attractive in the general market place.

#### **3.2.2.3 ALPHANUMERIC DUPLEX MESSAGING EQUIPMENT**

The bidder shall provide multiple types of alphanumeric duplex messaging pagers from the basic to the complex. The State desires that the bidder provide pagers that give comparable diversity of size, weight, style, alert, message holding

capacity (memory) and other features as deemed attractive in the general market place.

#### **3.2.2.4 COMPLEX ALPHANUMERIC DUPLEX MESSAGING EQUIPMENT**

The bidder shall provide multiple types of complex alphanumeric duplex messaging pagers. The State desires that the bidder provide pagers that give comparable diversity of size, weight, style, alert, message holding capacity (memory) and other features as deemed attractive in the general market place.

#### **3.2.3 SERVICE**

The bidder shall provide, at a minimum, coverage in at least 85% of the parishes throughout Louisiana including the following cities: New Orleans, Baton Rouge, Shreveport, Monroe, Lake Charles, Alexandria, Lafayette, and the Houma-Thibodaux metropolitan area. The bidder shall identify the area(s) in which coverage cannot be provided and should use the form in Section 7.2.6.

The bidder shall provide numeric, alphanumeric, alphanumeric duplex, and complex alphanumeric duplex pagers that are fully capable of receiving pages that are programmed for metropolitan, statewide, regional, and/or nationwide coverage and should use the form in Section 7.2.7.

The bidder shall provide the capability to program at least three different local telephone numbers per pager.

The bidder shall provide for the option of the capability to program a Contractor-provided toll free number per pager in addition to the multiple local telephone numbers.

The bidder shall provide for the option of voice mail capability for all pager types bid. The bidder should use the form in Section 7 to describe the various voice mail options bid and describe the available options including the length of the mailbox greeting, the storage capacity of the offered mailboxes in terms of quantity of messages held, how long they can be held in storage, and the maximum length of the stored messages. In addition, the bidder should describe the process used to retrieve messages, restore them, or delete the message.

The bidder shall provide Internet access to send pages to the pagers bid.

The Contractor shall remedy any instance(s) wherein pager reception in a building or confined area in a geographical area within a pager coverage area is not possible due to weak signal penetration. Where such remedy includes installing devices for signal amplification and regeneration inside or on State property, the agency, Office of State Purchasing, Contractor, and OTM shall agree upon the proposed use of the equipment and its installation. The bidder should use the

form in Section 7 to describe the general remedies and the applicable situations that may require the proposed remedies.

The State desires that the bidder provide balance of the line features and services that are available for the rental and purchase of devices.

The State desires that message deletion from the pager display or memory requires minimal steps to accomplish. The State desires that when a voice mail message is left on a pager mailbox, a page shall be generated to alert the user to the new voice mail message. The bidder should use the form in Section 7 to describe all the options and the parameters that are available with the voice mail services bid.

The State desires that the Internet be accessible from the alphanumeric duplex pagers.

The State desires that the alpha pagers have an information feed for business news, current events, etc. The bidder should use the form in Section 7 to describe all the options and their parameters that are available with the Internet service bid.

The State desires that a vanity name be provided for Internet mail addressees upon request by an agency; the requested name should be exact or as close as possible to that requested by the agency.

The State desires that the alphanumeric duplex pagers bid provide options including current calendar, list of appointments, list of contact persons, list of tasks, time management tracking, project tracking and other aids that are able to be entered, recalled, and otherwise used. The bidder should use the form in Section 7 to describe all available options and the parameters that are available with the services bid.

The State desires that the alphanumeric duplex pagers bid provide information regarding the progress of a pager-to-pager message transmission including notification that a page has been sent, whether it has been received, whether it has been open, and whether it has been read. The bidder should use the form in Section 7 to describe all available capabilities of the alphanumeric duplex pagers bid.

The State desires the following features be included on all types of the alphanumeric duplex pagers bid:

- Assured delivery of pages sent
- Preprogrammed reply capability
- Address book with several fields of information
- Automatic signature capability
- Memory for a minimum of 70k characters

- Message preview
- Message storage as draft or other file
- Date time stamping of messages
- Selective erase
- Error correction capability
- Predictive word spell
- Private time
- Quiet mode
- Large display
- Variable font
- Easy to read display
- QWERTY keyboard
- Graphic battery gauge
- Notification of sent page
- Alarm clock
- Selectable alerts
- Messages saved when device off
- Internet email
- Ability to send messages to telephones and fax machines
- Lightweight, compact and durable
- Manual on/off switch
- Auto off battery saving
- Wireless communication with other pagers
- Information Drops
- Operator assistance available to send and answer alpha messages from alpha pager
- InfraRad data port
- Capability to synchronize with user's desktop email

The State desires that the pager service provide both customized greetings as well as standard system prompts to guide the callers on the use of the pager and sending a page to the recipient.

The State desires that the service bid be flexible in that each pager can have the programmed pager coverage area either reduced or enhanced without the need to have the pager in hand during programming. The bidder should describe this capability on the form in Section 7.

The State desires that the service bid be flexible in that the telephone number(s) programmed on a pager can be removed and reprogrammed on another pager device regardless of frequency, make, or model of pagers involved. The bidder should describe this capability on the form in Section 7.

The State desires that the bidder propose a mechanism whereby the pager user can see the status and extent of pager coverage for his device in cities throughout the United States. The bidder should describe this capability on the form in Section 7.

#### **3.2.4 PURCHASED EQUIPMENT**

Purchased equipment shall come with a one year warranty and shall be new and not refurbished. If the equipment is determined to be faulty during that year, the equipment shall be returned to the vendor through the OTM Wireless Services Section. The faulty equipment shall be replaced by new equipment with a warranty period requirement that shall commence with delivery of the replacement equipment. The new warranty period shall be at least ninety (90) days or the balance of the original warranty period, whichever is the greater. The Contractor shall mail the replacement equipment to the OTM Wireless Services Section who will in turn forward it to the appropriate agency.

#### **3.2.5 RENTED EQUIPMENT**

All rental equipment that is determined to be faulty or is no longer needed shall be returned to the Contractor. Normal returns should be in groups of 50 with an accompanying spreadsheet listing the serial numbers and cap codes of the returned pagers. An electronic copy of the spreadsheet may also be sent to the Contractor. If the pager has been determined to be faulty, it shall have a notation to that effect, identifying the nature of the problem.

#### **3.2.6 AGENT ACCESS CAPABILITY**

The bidder shall provide select State agencies with Internet access to the pager programming data base. This mandatory provision means that agencies can program pagers directly and not through a third party entity. The programming interface shall access the Contractor's paging platform, provide the ability to assign frequencies of operation, program number(s), program coverage areas, program available features (as well as program insurance coverage and/or maintenance). The capability shall be available for use on a 24/7 basis. Under the current pager contract, there are 19 agencies with agent access capability throughout the State. This quantity of agencies may increase or decrease during the term of the contract.

Each agency using this programming capability shall have a dedicated login ID and password for accessing that agency's particular account/section of the programming database.

The State desires that each agency access account be able to access reports for its specific account that detail the pagers in inventory. The reports shall differentiate

between pagers that are programmed and those not in use that are held in stock; the programmed pagers reports shall list the coverage codes. In all cases, the reports shall itemize the cap codes, the programmed numbers, and the serial numbers for the pagers. If the bidder cannot provide each access account with the ability to access and request reports for its specific account, the Contractor shall agree to provide the reports upon request within one (1) business day of request.

The State desires that each pager itemization in the programming interface shall note whether the pager is rented or purchased.

The bidder shall explain the proposed provisioning of the agent access account including number pools, feature packages, and coverage codes. Bidders should use the form in Section 7.2.8 for the narrative.

### **3.2.7 TRANSACTION FILE FOR AGENT ACCESS ACCOUNTS**

The Contractor shall provide the State with bi-monthly transmitted files that provide details on each pager transaction for the agent access accounts. The dates of the file compilation and transferal to be set with the contract execution and upon mutual consent. The file shall include the access account number, the cap code, the serial number, the programmed pager number, the coverage code(s), the activation/deactivation date, the parent association of cap codes for groups, and all other billable codes. This data file shall have fixed length fields. The bidder shall provide a sample of the record layout of the data file. The bidder should provide the sample using the form in Section 7.2.9. If the requested sample is not provided with the bid response, OTM shall contact the bidder for the information.

In the event the Contractor needs changes to the file format or addition/deletion of billable codes, the Contractor shall notify OTM at least sixty (60) calendar days prior to the proposed event. The Contractor shall send a sample tape of the suggested changes to OTM at least sixty (60) calendar days prior to the proposed event.

### **3.2.8 INSURANCE COVERAGE**

The State desires that insurance be made available for purchased equipment (that is comparable to that provided for rental equipment). The bidder should use the form in Section 7.2.10 for the narrative explaining insurance coverage.

### **3.2.9 NO INSURANCE COVERAGE**

The bidder shall provide depreciated value(s) that he will charge for Lost or Damaged Beyond Repair rental pagers that do not have insurance coverage. Pagers that are obviously damaged when they are returned to OTM will automatically be declared "Damaged Beyond Repair" and charged to the agency. OTM shall notify the Contractor of the necessity to bill the State and cite a

corresponding OTM work order number for the Contractor to use as the Contractor's authorization to charge the State.

### **3.3 EQUIPMENT/SERVICE PROVISION REQUIREMENTS**

#### **3.3.1 DELIVERY**

All ordered equipment shall be shipped F.O.B. delivered to the OTM Wireless Services Section in the shortest interval possible. The batteries shall not be installed in the pagers but shall be separate and apart from the pagers. The bidder should state guaranteed delivery intervals in Section 7.2.11. In no case should delivery exceed the following:

Orders for up to 100 devices - 10 days ARO (excluding weekends and holidays)  
Orders for up to 300 devices – 20 days ARO (excluding weekends and holidays)  
Orders for up to 500 devices – 45 days ARO (excluding weekends and holidays)

Each shipment shall include information that clearly states the OTM issued work order number and the quantity of pagers in the shipment and, if applicable, the quantity that is back ordered and an estimated date of shipment.

#### **3.3.2 IMPLEMENTATION**

The State desires that the Contractor provide an orderly implementation of the contract resulting from this bid document. The bidder shall state a guaranteed transition period from the old contract and Contractor to the new contract, not to exceed one-hundred eighty (180) days, and should use the form in Section 7. The bidder should provide a detailed narrative describing the overall transition effort the Contractor shall make when awarded the contract and should use the form in Section 7.2.12.

Within thirty (30) calendar days after award of contract, the OTM Project Manager shall furnish the Contractor a list of all the pagers by agency access account that are to be replaced by the Contractor's equipment under the new contract.

The Contractor shall not begin implementation until a mutually agreed upon implementation schedule is created, the OTM Project Manager provides a list of the pagers that shall be replaced with all associated programming, and identifies all initial agent access accounts to establish. If a satisfactory implementation schedule cannot be agreed upon within sixty (60) calendar days after award of contract, the State reserves the right to cancel the contract.

### **3.3.2.1 INTERFACE WITH COMMON CARRIER**

The Contractor shall be responsible for all arrangements to interconnect the system proposed to the Common Carrier system.

### **3.3.2.2 IMPLEMENTATION PLAN**

The State desires that the bidder provide a detailed implementation plan for the migration from the present inventory of pagers to the new Contractor.

The State desires that the bidder submit a proposed implementation schedule with the bid response. In the schedule, the bidder should clearly itemize a milestone plan to show the orderly succession of events, start and complete “D-days” for each event (Days from the day the Contractor receives the State’s order to implement the plan, e.g., D+1, D+2) essential to accomplishing a transition to the Contractor’s inventory of necessary pagers and services. The bidder should address provisioning all initially required agent access accounts requested by OTM within forty-five (45) calendar days after award of the contract, readiness of the Contractor to accept and process orders, delivery of pager stock to OTM, and submission of first invoice to OTM for contracted services.

In the event the State elects to port programmed pager numbers from the old contract to the new contract, the bidder should provide a separate implementation schedule that itemizes a milestone plan to show the orderly succession of events necessary to successfully port the number.

The bidder should provide all implementation plan and schedule information in Section 7.2.13.

Due to the necessity for the gradual phasing in of users of the current contract to the new contract, there shall be two periods of time in which both contracts are in effect. These periods shall be known as transition periods during which new orders shall be placed with the new Contractor while service continues with the old Contractor. No new orders shall be placed with the old Contractor. These periods are anticipated to take approximately one-hundred eighty (180) calendar days each. At the end of the transition periods, service with the old Contractor shall be discontinued and all new and continuing orders shall be placed with the new Contractor.



### **3.3.3 INSTALLATION**

There shall be a minimum service period of no more than thirty (30) consecutive calendar days. After a minimum service period expires, the State may terminate service without further obligation.

#### **3.3.3.1 PRE-INSTALLATION MEETING**

Upon request by the State, and at no cost to the State, the Contractor shall be required to attend an orientation meeting at OTM regarding the implementation plan and transition essentials, particularly those relevant to the OTM Wireless Services Section and OTM Data Processing tasks.

#### **3.3.3.2 INSTALLATION INTERVAL**

The Contractor shall be held to the guaranteed number of calendar days in the transition period to transition all services and equipment from the current Contractor, unless the OTM Contracts Administrator informs the Contractor in writing that this interval has been lengthened.

#### **3.3.4 BLANK**

#### **3.3.5 BLANK**

#### **3.3.6 ACCEPTANCE DATE**

OTM shall not consider the Contractor's transition to be complete until these conditions are met:

- a. Replacement paging equipment for the Agent Access and OTM accounts has been delivered and programmed in all appropriate accounts
- b. All programming interfaces, coverage codes, and features are operational and reliable.
- c. All documentation as requested in this RFP has been provided.
- d. Agency access users have received training and instructional demonstrations on operation of Internet interface for all pager programming needs.
- e. Any other requirements as specified herein.

The OTM Project Manager shall acknowledge in writing the date of acceptance.

### **3.4 BLANK**

## **3.5 TRAINING REQUIREMENTS**

### **3.5.1 AGENT ACCESS**

The Contractor shall provide training to OTM and State agencies on the pager programming procedures, various administrative reports and, in general, how to create reports to gather pertinent data from the programming interface. This shall include, at a minimum: activation, deactivation, and exchange of pagers; all appropriate programming codes; any special procedures for creating or cloning groups; method for adding features (e.g., voicemail); proper installation of any off-line programs associated with any proposed pager messaging (e.g., Timeport), or pager group addressing.

### **3.5.2 TROUBLE REPORTING**

The Contractor shall train the OTM Wireless Section on the recommended procedure(s) for reporting various types of troubles to the Contractor. The troubles shall include reports of poor reception and missed pages in a coverage geographic area. The bidder should use the form in Section 7.2.14 to detail the recommended procedures.

### **3.5.3 DATA TRANSACTION FILE**

The Contractor shall train OTM's Data Processing personnel on the Contractor's recommended procedures for proper access and transfer of the transaction file.

## **3.6 DOCUMENTATION REQUIREMENTS**

### **3.6.1 SHIPPING DOCUMENTATION**

With every pager shipment, the Contractor shall include paperwork that details the quantity and type of pagers included, cite the OTM-issued work order number, detail the serial number and cap code for each included pager, and the type and frequency of each pager.

### **3.6.2 USER GUIDES DOCUMENTATION**

The Contractor shall provide a user guide/instruction booklet with each rented and purchased pagers.

### **3.6.3 COVERAGE MAPS DOCUMENTATION**

The bidder shall provide coverage maps which depict the coverage available for the pagers bid. The bidder should include the maps in Section 7

As coverage areas expand during the contract period, the Contractor shall provide OTM with updated coverage maps as soon as possible.

## **4.0 PRICING SPECIFICATIONS**

### **4.1 PRICING SPECIFIC TO THE BID DOCUMENT**

For each type of pager listed in Section 7, the bidder shall quote prices for the following, and should use the forms referenced below:

- monthly airtime for each type of coverage; no overage charges shall be permitted. All plans shall include unlimited quantity of pages. (Section 7.1.1)
- monthly equipment rental for pagers; all brands and models per pager type shall be offered at the same price. (Section 7.1.2)
- one-time equipment purchase price; all brands and models per pager type shall be offered at the same price. (Section 7.1.2)
- monthly maintenance for the repair or replacement of malfunctioning purchased pagers post warranty period. (Section 7.1.2)
- monthly insurance for both rented and purchased pagers. (Section 7.1.2)
- one-time insurance deductible for both rented and purchased pagers; insurance deductible shall not exceed per incident \$30 for numeric, \$50 for alphanumeric, \$100 for duplex and \$285 for complex alphanumeric duplex pagers. (Section 7.1.2)
- the percentage of the one-time purchase price that the Contractor will charge for Lost or Damaged Beyond Repair (DBR) pagers that do not have insurance coverage; the depreciated value of pagers charged as LOST or DBR without insurance shall be no more than 80% of the quoted purchase price. (Section 7.1.2).
- monthly rental for voice mail; the feature price quoted shall apply to all pager types bid. (Section 7.1.2)

#### 4.1.2 OTHER PRICE CONSIDERATIONS

The bidder shall quote prices for the following:

- Any one-time set-up fees per agent access account.
- Any one-time set-up fees per pager number to port currently programmed numbers from the old Contractor to the new Contractor if the State elects to do so.
- Any applicable one-time fees to convert from their old contract to the new contract.

Bidder should use the form in Section 7.1.3 to detail other price considerations.

#### 4.1.3 REGULATED CHARGES

The State desires a stable and predictable rate structure for the term of the contract. The State desires that the bidder's quoted rates be inclusive of the bidder's cost of all FCC and/or LAPSC mandated surcharges and all FCC and/or LAPSC authorized surcharges, such as, but not limited to, contributions to the Universal Service Fund (USF).

Should the bidder decide to itemize these charges, these charges shall be known as "regulated" charges in the bid response. The bidder shall specify each regulated charge as a separate line item and **should provide details as to the nature of the charge and how and when the charge shall be applied.** The only acceptable regulated charges shall be: a percentage of usage charges, a per line charge, a per minute charge, or a per call charge. If itemizing these regulated charges in Section 7, the bidder should provide a clear description of the charge (example: USF/FCC authorized, XYZ/FCC mandated); the application of the charge (how and when it shall be applied); the unit measure (per minute of usage, per line, per call, or a percentage of usage charges); and the amount of the charge (cents, dollars, or percentage). If the bidder quotes regulated charges in the bid response that OTM is unable to apply to the model for evaluation purposes, the bid response shall be rejected. If the bidder has a question regarding what is considered to be an acceptable regulated charge, the bidder should submit a written inquiry. Once the charges are specified in the bid response, they cannot be increased during the life of the contract without the Contractor requesting a contract controversy meeting with the Office of State Purchasing and receiving approval for an increase.

The bidder shall make a distinction between mandatory regulated charges and authorized regulated charges.

The bidder shall make full disclosure of all rates and charges associated with the service offering. No additional rates and charges shall be allowed during the life

of the contract unless collection is ordered by regulatory authority and a contract amendment has been approved.

## **4.2 MISSING PRICE**

All prices shall be quoted in accordance with Section 4.1, Pricing Specific to the Bid Document. Items are listed separately on forms in Section 7 in order for the State to be able to purchase each item separately. Any item left blank, marked N/A or N/C, or marked as zero cost to the State shall be considered to be offered to the State at no charge. If the Contractor agrees in writing before award to provide the item at no cost, the Contractor shall be required to supply this item to the State at no cost whenever ordered during the entire term of the contract and any renewal terms.

If it is determined that an item has been manufacturer-discontinued or is otherwise not available, then the item shall be deleted from consideration and not awarded.

## **4.3 BALANCE OF THE LINE**

The State has requested a unit price list for items, services, features, accessories and available coverage which are considered to be balance of the line items in order for the State to acquire other items on a component basis. Items that are itemized by the bidder on the price list (balance of the line), but the price is left blank, marked N/A or N/C, or marked as zero cost to the State, shall be considered to be offered to the State at no charge. If the Contractor agrees in writing before award to provide the item at no cost, the Contractor shall then be required to supply this item to the State at no cost whenever ordered during the entire term of the contract and any renewal terms. Bidder should use the form in Section 7.1.5.

## **5.0 EVALUATION AND AWARD**

### **5.1 GENERAL**

#### **5.1.1 NO AWARD**

The State reserves the right to cancel the bid document and not award to any bidder.

## **5.1.2 ADDITIONAL INFORMATION**

The State reserves the right to require additional information from bidders and to conduct necessary investigations to determine responsibility of bidders or to determine accuracy of bid response information. If additional information is requested, the bidder shall furnish it within the State's stipulated deadline. Failure to do so shall result in rejection of the bid response.

## **5.2 CRITERIA**

### **5.2.1 ADMINISTRATIVE AND TECHNICAL COMPLIANCE**

All bid responses received as a result of this bid document shall be subject to review for the purposes of selecting a bidder to whom a contract shall be awarded. No information shall be given out concerning the ultimate outcome while consideration of the award is in progress.

The successful bidder(s) shall meet all mandatory administrative and technical requirements.

### **5.2.2 SPECIFIC CRITERIA (WEIGHTED)**

Cost. The maximum number of points that shall be awarded for this criterion is seventy (70). The maximum points for this criterion shall be awarded to the bidder who bids the lowest total cost equipment calculated over a thirty-six (36) month period, for all price elements when applied to the model.

Service Offering. Bidders who are found to be technically and administratively compliant shall be assigned points in the Service Offering category. Points shall be assigned based on how well the bidder's service offering meets or exceeds the stated desirable features/functions, the State's perceived value of the service offering, and how well the bidder's overall service offering compares to the service offerings of other bidders eligible to receive points in this category. The maximum number of points that may be awarded for this criteria is thirty (30). It is possible that no bidder may receive the maximum number of points.

### **5.2.3 SIMULTANEOUS REVIEW**

The functions described in this section may be performed simultaneously or in any order. Once a determination is made that a bid response is non-compliant in any area, that bid response shall be disqualified from further consideration.

## **5.3 METHODOLOGY**

### **5.3.1 MODEL**

Cost shall be calculated by multiplying the unit price by the model quantities and applying them to a thirty-six (36) month Net Present Value calculation to obtain a total cost. The formula described below shall be applied to determine the points assigned to the bidder's total cost. These points shall be added to the points assigned in the Service Offering criteria to determine a total point score for each bid response remaining in contention. The actual evaluation model shall be submitted in a sealed envelope to the Office of State Purchasing prior to bid opening. This model shall become part of the file and shall be available to all bidders after bid opening.

### **5.3.2 FORMULAS**

This formula shall be used for determining the points for cost.

The lowest bid price, PI, shall be awarded a score equal to the maximum points for cost.

All other bids,  $P_i$ ,  $i=2,3,\dots,N$ , where N is the total number of bid responses and where MP is the maximum points for the category, shall be scored as follows:

$$\text{Example: Score of Bid } i = \frac{PI}{P_i} \times MP$$

$$\begin{array}{rcl} \text{Vendor 1 Lowest bid } \$10,000\_ & = & PI \\ \text{Vendor 2 bid } \$\_15,000\_ & = & P_i \\ 70\_ & = & MP \end{array}$$

$$\frac{(\text{Vendor 1}) \$10,000\_ \times 70 (MP)}{(\text{Vendor 2}) \$15,000\_} = 46.66$$

### **5.3.3 EMPIRICAL DATA**

Estimated quantities that may be used in sealed models or this bid document represent projected consumption from the ensuing contract over the term of the contract and are based upon historical usage, known future purchases, market trends, and subjective projections of usage.

## **5.4 OTM RECOMMENDATION FOR AWARD**

#### **5.4.1 DETERMINATION OF SUCCESSFUL BIDDER**

A recommendation for award shall be made for the bidder who receives the highest ranking in point allocation and who meets all mandatory administrative and technical requirements.

#### **5.4.2 WRITTEN RECOMMENDATION FOR AWARD**

When OTM has completed the evaluation and a successful bidder(s) has been determined, a written recommendation for award shall be forwarded to the Office of State Purchasing for review.

#### **5.5 AWARD**

The Office of State Purchasing shall issue a Notice of Award to the successful bidder(s).

#### **6.0 CONTRACTUAL TERMS AND CONDITIONS**

##### **6.1 GENERAL TERMS AND CONDITIONS**

##### **6.1.1 TAXES**

Bidders should be aware that any taxes levied upon the selected bidder or his equipment shall be paid in accordance with current tax laws in effect at the time of the purchase by the State. Selected bidders shall pay all other taxes or assessments, however designated, imposed or levied in connection with this contract and shall be solely responsible for remitting such taxes or assessments to the appropriate taxing or collection agency.

##### **6.1.2 COMPLIANCE WITH LAWS, REGULATIONS, CODES, AND ORDINANCES**

The selected bidder shall comply with all applicable provisions of federal and state statutes, laws, and regulations; parish and city codes or ordinances, specifically the National Electrical Code, Part 68 of the Federal Communications Commission's Rules and Regulations, tariffs or the Louisiana Public Service Commission, and all Louisiana laws and regulations regarding procurement including Louisiana Revised Statute 37:2163. The selected bidder shall be responsible for all licenses, permits, and inspection fees required.

##### **6.1.3 CONTRACTOR RESPONSIBILITIES**

The Contractor assumes responsibility for all items and/or services offered in his bid response whether or not the Contractor produces or provides them. Further,



the State shall consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

**6.1.4 APPLICABLE LAW**

The contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

**6.1.5 BLANK**

**6.1.6 BID DOCUMENT AND BID RESPONSE INCORPORATED BY REFERENCE**

The provisions of the selected bid response and this bid document with all addenda shall be incorporated by reference in the contract.

**6.1.7 ORDER OF PRECEDENCE**

In the event of ambiguity in the specifications, the order of precedence shall be the contract, the bid document, and the bid response.

**6.1.8 GOOD FAITH NEGOTIATIONS**

It is expected that both parties shall make reasonable efforts in an attempt to negotiate a contract. If it is determined that either party is not acting in good faith, contract negotiations shall cease.

**6.1.9 BLANK**

**6.1.10 WAIVER CLAUSE**

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by the written consent of both parties.

#### **6.1.11 SEVERABILITY**

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end, the terms and conditions of this contract are declared severable.

#### **6.1.12 HEADINGS AND SECTION REFERENCES**

The headings given to the paragraphs herein are inserted only for convenience and are in no way to be construed as part of this contract or as a limitation of the scope of the particular paragraph to which the heading refers.

#### **6.1.13 RIGHT TO AUDIT**

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of the last payment made under this contract or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

### **6.2 CONTRACT ADMINISTRATION**

#### **6.2.1 CONTRACT TERM**

The initial contract shall be for a thirty-six (36) month period from date of award.

#### **6.2.2 RENEWAL TERM**

Upon acceptance by the Contractor and approval by the State, this contract may be renewed for one (1) additional twenty-four (24) month period at the same prices, terms, and conditions.

#### **6.2.3 ORDERS**

Written orders on behalf of State agencies shall be issued by OTM. The orders shall include an OTM-generated order number; the contact name at OTM; the contact's phone number and email address; the quantity type, and model of pagers required; and any other mutually agreed upon information deemed pertinent to the ordering process.

All ordered pagers, whether for rent or purchase, shall be placed by the Contractor in the main OTM agent access account upon shipment to OTM. Once OTM determines which pagers are to be moved into a particular agent access account, the Contractor shall be notified of the assignment. At that time, the Contractor shall move those pagers into the appropriate agent access account for later programming.

Quasi-State agencies and political subdivisions shall send orders directly to the Contractor.

E-Rate Qualified Entities/Services shall send orders directly to the Contractor. The Contractor shall be responsible for verifying the eligibility and E-Rate discount applicable to the entity ordering the services.

#### **6.2.3.1 SERVICE ACTIVATION**

The Contractor shall not activate any pager unless OTM requests that the Contractor activate a pager or unless special circumstances exist and an agency access account contacts the Contractor directly. The Contractor, in conjunction with the OTM Wireless Services Section, shall develop a mutually agreed upon procedure to meet the needs of special circumstances.

#### **6.2.3.2 EQUIPMENT LOSS (LOST PAGERS)**

Pagers that OTM has determined are to be written off as lost whether through theft, vandalism, or damaged beyond repair, shall be identified each month and forwarded to the Contractor with a corresponding OTM work order number. Those pagers shall be charged back to OTM on the subsequent month's invoice and the charge back shall cite the OTM work order number and each pager's serial number, cap code, and pager type as well as the appropriate equipment loss fee depending on whether the pager had insurance or not. The pagers declared as a loss shall be removed from the appropriate agent access account by the Contractor once OTM notifies the Contractor of the loss.

#### **6.2.3.3 PAGERS RECOVERED AFTER BEING DECLARED LOST**

In the situation where pagers are recovered and returned after being declared lost and charged accordingly, whether they had insurance or not, the Contractor shall refund the total dollar amount charged. There shall be no limitation on the allowable time period to receive appropriate credit during the life of the contract.

#### **6.2.4 CHANGE ORDERS**

Modifications to an initial order shall be made in writing by OTM and shall be known as a change order.

#### **6.2.5 INVOICING**

All invoices shall be itemized in the same units and at the same rates or prices as bid by the Contractor. There shall be no bundling of services. Each billable item shall reflect an individual contract item. Each billable device shall be listed by serial number and note the cap code, programmed telephone number, and the start and end dates for charges.

Invoices shall reference the order number and shall be itemized with item numbers, contract numbers, OTM numbers (if applicable), item descriptions, quantities, and prices as indicated on the written order. Invoices which do not comply shall be returned to the Contractor.

The Contractor shall provide the State with a monthly electronic invoice file that provides detailed charges for the State of Louisiana accounts. The file shall include the agent access account number, the cap code, the serial number, the programmed telephone numbers, the billed contract item (codes or descriptions), the billed contract rate and the billed date range. The State desires that this file be in a .txt or Excel format. This data file shall have fixed length fields. This file shall be a direct reflection of all charges included on the monthly hard copy invoice. The bidder shall provide a sample of the record layout. A sample of the record layout should be provided with the bid response using the form in Section 7.2.16. If the requested sample is not provided with the bid response, OTM shall contact the bidder for the information.

In the event of any Contractor-needed changes to the file format or addition/deletion of billable codes, the Contractor shall notify OTM at least sixty (60) calendar days prior to the proposed event. The Contractor shall send a sample file of the suggested changes to OTM at least sixty (60) days prior to the proposed event.

##### **6.2.5.1 E-RATE QUALIFIED ENTITIES/SERVICES, QUASI STATE AGENCIES, AND POLITICAL SUBDIVISIONS**

Invoices for E-Rate Qualified Entities/Services, Quasi State Agencies and political subdivisions shall be sent to the ordering agency.

Contractor shall submit itemized invoices for orders to the OTM Accounts Payable Section on a monthly basis and no later than the tenth (10) day of the

month. Failure to provide invoices by the tenth day of the month may result in non-payment of the invoice for that month.

#### **6.2.5.2 REIMBURSEMENT**

The Contractor shall bill E-Rate Qualified Entities/Services separately from State agencies, and shall be responsible for submitting requests to the Universal Service Fund for reimbursement for qualified services provided to E-Rate Qualified Entities/Services.

#### **6.2.6 PAYMENTS**

OTM shall be responsible for payment of invoices for all orders issued and approved by OTM.

OTM shall not be responsible for reviewing, reconciling, or paying invoices for quasi-state agencies or political subdivisions. E-Rate Qualified Entities/Services, Quasi State agencies, and political subdivisions shall be responsible for reviewing, reconciling, and paying their invoices.

#### **6.2.7 REPORTS**

The Contractor shall provide to the OTM Fiscal Services Section transaction files in accordance with the specifications in Section 3.2.7.

#### **6.2.9 TERMINATION**

##### **6.2.9.1 TERMINATION FOR CAUSE**

State may terminate this contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the contract provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice. Failure to perform within the time specified in the bid document or bid response shall constitute a default and may cause cancellation of the contract. Where the State has determined the Contractor to be in default, the State reserves the right to obtain any or all products or services covered by the contract on the open market and to charge the Contractor with cost in excess of

the contract price. Until such assessed charges have been paid, no subsequent bid response from the defaulting Contractor shall be considered.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

#### **6.2.9.2 TERMINATION FOR CONVENIENCE**

State may terminate the contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

#### **6.2.9.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of this contract is contingent upon the continuation of an appropriation of funds by the Legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of a contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriations for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the last day of the fiscal year for which funds were appropriated.

#### **6.2.10 CONTRACT MODIFICATIONS**

Contract modifications may result from technological enhancements, manufacturer discontinuance, or obsolescence. If an item meets or exceeds original specifications and the price is equal to or lower than the original bid price, a contract modification may be requested in writing by the Contractor to the OTM Contracts Administrator. The Office of Telecommunications Management shall review the request and make a written recommendation to the Office of State Purchasing.

#### **6.2.11 CONTRACT CONTROVERSIES**

Contract controversies between the State and Contractor which arise by virtue of the contract between them shall be handled in accordance with Louisiana Revised Statute 39:1673. This includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modifications or rescission.

## **6.2.12 ON-GOING SERVICE REQUIREMENTS**

### **6.2.12.1 PERFORMANCE GUARANTEE**

The selected bidder shall execute and deliver to the Division of Administration, within fifteen (15) calendar days after official notice, an original performance guarantee in the following amount: \$500,000.

This performance guarantee shall be in the form of a performance bond or an irrevocable standby letter of credit. The performance bond, if used, shall be from a surety company licensed to do business in Louisiana with all fees current, in an amount equal to the above stated sum and shall be secured by a surety or insurance company and in accordance with restrictions set by them. The irrevocable standby letter of credit, if used, shall be from a bank or savings association that meets the minimum capital requirements established by state and federal regulatory authority and shall be for an amount equal to the above stated sum. The performance guarantee shall be made payable to the Treasurer of the State of Louisiana and shall be subject to forfeiture on the part of the successful bidder for failure to meet the contract terms and conditions. This guarantee shall be valid for the entire term of the contract, including any renewal terms.

## **6.2.13 REMEDIES**

### **6.2.13.1 WARRANTY/SERVICE GUARANTEE REQUIREMENTS**

Warranty shall mean it is the responsibility of the Contractor to repair or replace defective parts (including parts and labor) for purchased pagers at no additional cost to the State for one year following the shipping date. Replacement devices shall be furnished as soon as possible and no later than ten (10) calendar days after Contractor receives the faulty wireless device from OTM for replacement.

Warranty coverage shall be available from 8 am to 5 pm, Monday through Friday.

Service guarantee shall mean it is the responsibility of the Contractor to provide the contracted service and to maintain the service performance levels as required in this bid document during the entire term of the contract at no additional cost to the State. The Contractor shall repair or replace defective parts as necessary to provision for the contracted service. Service guarantee coverage shall be available 24 hours a day, 7 days a week.

In the case of an interruption of service, the Contractor shall use his best effort to restore the service; notify OTM of the outage, the affected facilities, and the projected restoration time; and honor all guaranteed response times and repair times, as applicable.

The bidder shall use his best effort to ensure that:

- maintenance of the system is as minimally disruptive to customer service as possible.
- OTM be given at least a three (3) calendar day notice of any proposed scheduled maintenance that would affect any pager(s) in use by State agencies.

The bidder shall describe the types of maintenance that may be required and guarantee the number of days of notice to be provided prior to performing maintenance. The bidder should use the form in Section 7.2.17 to provide this information.

#### **6.2.13.2 LIQUIDATED DAMAGES**

Whenever an interruption of services or other defect in transmission occurs due to events other than those addressed under Force Majeure in this bid document, the Contractor shall be assessed at a rate of 25% of the monthly service cost per day for interruptions or defects in transmission lasting (over four hours, beyond the restoration time guaranteed by the bidder in response to this bid document, etc.). The Contractor shall make available to the State any and all logs, records, maintenance reports and other documentation which the State requests in order to determine usage and outages. Each party shall assist the other in resolving claims. The State may withhold from any payments to the Contractor the cost of damages from interruption of services.

#### **6.2.14 ASSIGNMENT**

The Contractor shall not assign any interest in this contract by assignment, transfer, or novation without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

#### **6.3 INDEMNIFICATION AND LIMITATION OF LIABILITY**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use



reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor shall indemnify, defend and hold the State harmless, ***without limitation***, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished by Contractor under its bid response and the contract, or of any copyright trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) State's unauthorized modification or alteration of a Product, Material, or Service; ii) State's use of the Product, Material, or Service in combination with other Products, Materials, or Services not furnished by Contractor; or iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the contract.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being “without limitation”, and regardless of the basis on which the claim is made, Contractor’s liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the contract, or two (2) times the charges for Products, Materials, or Services rendered by the Contractor under the contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

#### **6.4 INSURANCE TYPES AND AMOUNTS**

Contractor agrees to provide the State of Louisiana with Certificates of adequate insurance indicating coverage as required herein.

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall take out and maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly

to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

**Commercial General Liability Insurance:** The Contractor shall take out and maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability on the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

**Insurance Covering Special Hazards:** Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

**Licensed and Non-Licensed Motor Vehicles:** The Contractor shall take out and maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall also cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

**Subcontractor's Insurance:** The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

**7.0 BIDDER RESPONSE FORMS**  
**7.1 PRICING PAGES**  
**7.1.1 PAGER AIR TIME (See Section 4.1)**

**MONTHLY AIR TIME PRICE**

Numeric	_____	Metro
	_____	Statewide
	_____	Regional
	_____	Nationwide
	_____	International

Alphanumeric	_____	Metro
	_____	Statewide
	_____	Regional
	_____	Nationwide
	_____	International

Alphanumeric Duplex	_____	Metro
	_____	Statewide
	_____	Regional
	_____	Nationwide
	_____	International

Complex Alphanumeric Duplex	_____	Metro
	_____	Statewide
	_____	Regional
	_____	Nationwide
	_____	International

### 7.1.2 PAGER PURCHASES, RENTALS, AND FEATURES (See Section 4.1)

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**7.0 BIDDER RESPONSE FORMS**

**7.1 PRICING PAGES**

**7.1.3 OTHER PRICE CONSIDERATIONS (See Section 4.1.2)**

One-time set-up fee for agent access account \$\_\_\_\_\_ per account

One-time set up fee per pager number to port currently programmed numbers from the old contractor to the new contractor.

\$\_\_\_\_\_ per pager number

One-time Conversion Fees:

\$\_\_\_\_\_ per agent access account

\$\_\_\_\_\_ per pager

**7.0 BIDDER RESPONSE FORMS**

**7.1 PRICING PAGES**

**7.1.4 REGULATED CHARGES (See Section 4.1.3)**

<u>Description</u>	<u>Application</u>	<u>Charge (\$, %)</u>	<u>Unit</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Bidder may attach additional explanatory information here.

- 7.0 BIDDER RESPONSE FORMS**
- 7.1 PRICING PAGES**
- 7.1.5 BALANCE OF THE LINE (See Section 4.3)**



## **7.2 OTHER RESPONSE FORMS**

### **7.2.1 BIDDER QUALIFICATIONS (See Section 3.1.1)**

1. The bidder has been in the business of providing pagers and other wireless devices and associated airtime with accounts of comparable size since \_\_\_\_\_ month/year.
  
2. What is the bidder's level of involvement with the system components involved in providing coverage and pager features?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
3. What is the nature of the relationship of the bidder to the manufacturer(s) of the devices bid and services provided?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
4. Does the bidder have a certification of the relationship to the manufacturer(s)?  
\_\_\_\_\_ Yes      \_\_\_\_\_ No
  
5. Does the bidder have a SPIN?  
\_\_\_\_\_ Yes      \_\_\_\_\_ No
  
6. If not, will the bidder apply for a SPIN if awarded the contract? \_\_\_\_\_

## 7.2.2 BIDDER QUALIFICATIONS (See Section 3.1.1)

### Customer References

**Bidder to provide 3 references.**

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Contact Phone \_\_\_\_\_  
Contact email \_\_\_\_\_  
Contract length with company \_\_\_\_\_  
Quantity of message devices in service \_\_\_\_\_

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Contact Phone \_\_\_\_\_  
Contact email \_\_\_\_\_  
Contract length with company \_\_\_\_\_  
Quantity of message devices in service \_\_\_\_\_

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Contact Phone \_\_\_\_\_  
Contact email \_\_\_\_\_  
Contract length with company \_\_\_\_\_  
Quantity of message devices in service \_\_\_\_\_

### 7.2.3 BIDDER QUALIFICATIONS (See Section 3.1.1)

In narrative form, provide any relevant information concerning the bidder's qualifications to perform work under this contract and any value added benefits of the service offerings bid.

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

[illegible]

### **7.2.5 TECHNICAL REQUIREMENTS EQUIPMENT (See Section 3.2.2)**

1. Is the equipment offered for purchase new, not previously rented and not refurbished?    ☐ Yes    ☐ No
  
2. Has the bidder provided a user guide or instruction booklet for each type of pager bid?    ☐ Yes    ☐ No
  
3. Has the bidder included a set of instructions or a narrative describing the process of programming group pagers?    ☐ Yes    ☐ No
  
4. Has the bidder bid specialty equipment for the sense(s) challenged in the balance of the line section?    ☐ Yes    ☐ No

**7.2.6 SERVICE PARISH SEATS AND METROPOLITAN AREAS NOT COVERED**  
**(See Section 3.2.3)**

<u>Parish</u>	<u>City</u>	<u>Where Numeric Pagers Are Not Covered</u>	<u>Where Alpha Pagers Are Not Covered</u>	<u>Where Alphanumeric Duplex Pagers Are Not Covered</u>	<u>Where Complex Alphanumeric Duplex Pagers Are not Covered</u>
Acadia	Crowley				
Allen	Oberlin				
Ascension	Donaldsonville				
Assumption	Napoleonville				
Avoyelles	Marksville				
Beauregard	DeRidder				
Bienville	Arcadia				
Bossier	Benton				
Caddo	Shreveport				
Calcasieu	Lake Charles				
Caldwell	Columbia				
Cameron	Cameron				
Catahoula	Harrisonburg				
Claiborne	Homer				
Concordia	Vidalia				
DeSoto	Mansfield				
East Baton Rouge	Baton Rouge				
East Carroll	Lake Providence				
East Feliciana	Clinton				
Evangeline	Ville Platte				
Franklin	Winnsboro				
Grant	Colfax				
Iberia	New Iberia				
Iberville	Plaquemine				
Jackson	Jonesboro				
Jefferson	Gretna				
Jefferson Davis	Jennings				
Lafayette	Lafayette				
Lafourche	Thibodaux				
LaSalle	Jena				
Lincoln	Ruston				
Livingston	Livingston				
Madison	Tallulah				
Morehouse	Bastrop				
Natchitoches	Natchitoches				
Orleans	New Orleans				
Ouachita	Monroe				
Plaquemines	Point-a-la-Hache				
Point Coupee	New Roads				
Rapides	Alexandria				
Red River	Coushatta				
Richland	Rayville				
Sabine	Many				
St. Bernard	Chalmette				
St. Charles	Hahnville				
St. Helena	Greensburg				
St. James	Convent				

**7.2.6 SERVICE PARISH SEATS AND METROPOLITAN AREAS NOT COVERED**  
**(Continued) See Section 3.2.3**

<u>Parish</u>	<u>City</u>	<u>Where Numeric Pagers Are Not Covered</u>	<u>Where Alpha Pagers Are Not Covered</u>	<u>Where Alphanumeric Duplex Pagers Are Not Covered</u>	<u>Where Complex Alphanumeric Duplex Pagers Are Not Covered</u>
St. John Baptist	Edgard				
St. Landry	Opelousas				
St. Martin	St. Martinville				
St. Mary	Franklin				
St. Tammany	Covington				
Tangipahoa	Amite				
Tensas	St. Joseph				
Terrebonne	Houma				
Union	Farmerville				
Vermilion	Abbeville				
Vernon	Leesville				
Washington	Franklinton				
Webster	Minden				
West Baton Rouge	Port Allen				
West Carroll	Oak Grove				
West Feliciana	St. Francisville				
Winn	Winnfield				

### 7.2.7 SERVICE COVERAGE (See Section 3.2.3)

#### Provided Coverage Area by Pager Type Numeric

<u>      </u> Metro		
<u>      </u> Baton Rouge		
<u>      </u> New Orleans	<u>      </u> Statewide	<u>      </u> Regional
<u>      </u> Shreveport	<u>      </u> Nationwide	<u>      </u> International
<u>      </u> Alexandria		
<u>      </u> Monroe		
<u>      </u> Lake Charles		
<u>      </u> Lafayette		
<u>      </u> Houma/Thibodaux		

#### Alphanumeric

<u>      </u> Metro		
<u>      </u> Baton Rouge		
<u>      </u> New Orleans	<u>      </u> Statewide	<u>      </u> Regional
<u>      </u> Shreveport	<u>      </u> Nationwide	<u>      </u> International
<u>      </u> Alexandria		
<u>      </u> Monroe		
<u>      </u> Lake Charles		
<u>      </u> Lafayette		
<u>      </u> Houma/Thibodaux		

#### Alphanumeric Duplex

<u>      </u> Metro		
<u>      </u> Baton Rouge		
<u>      </u> New Orleans	<u>      </u> Statewide	<u>      </u> Regional
<u>      </u> Shreveport	<u>      </u> Nationwide	<u>      </u> International
<u>      </u> Alexandria		
<u>      </u> Monroe		
<u>      </u> Lake Charles		
<u>      </u> Lafayette		
<u>      </u> Houma/Thibodaux		

#### Complex Alphanumeric Duplex

<u>      </u> Metro		
<u>      </u> Baton Rouge		
<u>      </u> New Orleans	<u>      </u> Statewide	<u>      </u> Regional
<u>      </u> Shreveport	<u>      </u> Nationwide	<u>      </u> International
<u>      </u> Alexandria		
<u>      </u> Monroe		
<u>      </u> Lake Charles		
<u>      </u> Lafayette		
<u>      </u> Houma/Thibodaux		



#### 7.2.7.2 SERVICE NARRATIVES (See Section 3.2.3)

This image shows a full page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page, providing a template for handwriting practice or general writing. There are no margins, text, or other markings on the page.

Bidder may duplicate this page as needed.

## This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

## This image shows a full page of blank, lined paper. It features approximately 28 horizontal blue or grey lines spaced evenly apart, typical of notebook paper. The lines extend across the entire width of the page, leaving small margins at the top and bottom. There are no vertical lines, text, or other markings on the page.

## This image shows a full page of blank, lined paper. It features approximately 28 horizontal black lines spaced evenly across the page, typical of notebook paper. The lines are thin and extend from the left edge to the right edge. There are no margins, text, or other markings on the page.

### 7.2.11 DELIVERY (See Section 3.3.1)

#### Devices

Orders for up to 100 devices \_\_\_\_\_ calendar days ARO (excluding weekends and State holidays)

Orders for up to 300 devices \_\_\_\_\_ calendar days ARO (excluding weekends and State holidays)

Orders for up to 500 devices \_\_\_\_\_ calendar days ARO (excluding weekends and State holidays)

### 7.2.12 IMPLEMENTATION (See Section 3.3.2)

Guaranteed Transition Period:

\_\_\_\_\_ calendar days after award of contract

Narrative describing the transition:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

## This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

#### 7.2.14 TROUBLE REPORTING (See Section 3.5.2)

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.



**7.2.15 COVERAGE MAPS DOCUMENTATION (See Section 3.6.3)**

Has bidder attached coverage maps with bid response?      ☐ Yes      ☐ No

#### **7.2.16 INVOICING (See Section 6.2.5)**

Billing media to be provided: \_\_\_\_\_

## This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

## 8.2 MAP

